Suite 536, Mills Building
220 Montgomery Street
San Francisco, California, 94104

October 12, 1967

Mr. Harold Weisberg
Rt, 7, Frederick
Maryland, 21701

Mr. John Starr
444 Park Avenue
New York, New York.

Gentlemen:

Re: ALFIE ENI, LIMITED

The partnership structure has been purposely designed not to include Harold Weisberg as an equity participant. Rather, it will become his Business Management Consultant Firm on contract with him. (The prospectus was designed soley for viewing by prospective purchasers of equity in ALFIE ENI, LIMITED, not directly in Harold Weisberg).

Harold Weisberg will (and should) remain in control of his own business and academic fate; ALFIE ENI, LIMITED will set in motion an administrative mechanism, which will include promotional and legal representation. ALFIE ENI, LIMITED will be reimbursed for its advanced funds (expenses) from gross profits. ALFIE ENI, LIMITED will then receive one third (1/3rd) of all net monies (profits) accruing to Harold Weisberg for relevent services rendered; these (sans legal matters) have been adequately outlined in the prospectus.

Of whatever net profits we can generate in this cooperative effort, Harold Weisberg (et al) will retain two thirds (2/3rds). In other words, ALFIE ENI, LIMITED will be Harold Weisberg's business legal arm, while he remains doing what he does best.

ALFIE ENI, LIMITED will not share in profits resulting from royalty payments prior to assuming its stated role.

For purposes of efficient, trustworthy accounting and disbursals, we recommend that this task be independently delegated (by Weisberg) to O'GARA, McGUIRE & NESTEL, the latter partner being an experienced C.P.A./Lawyer; furthermore, experience has it that the legal and accounting aspects should not be separated.

This is a far cry from the interpretation made of our prospectus; please understand that my task out here is to convince enough people that one third of Harold Weisberg's intellectual carcass is worth $200,000.00!

Hopefully we can now get on with the final preparations. If so, just sign "O.K." across the face of this letter (or copy), and we will commence drafting the formal contracts.

Sincerely yours,

JOHN CHRISTIAN